

## AGREEMENT

Made this 11<sup>th</sup> day of August, 2000 by and between Fort Drum Corporation (dba Fort Drum Market) (the "Applicant") and Oak Park Phase II LP.

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board (ABC Board) is the Applicant's application for renewal of a Retailer's Class "B" license for 4686 Martin Luther King Avenue, SW, Washington DC, and Oak Park's protest thereto.

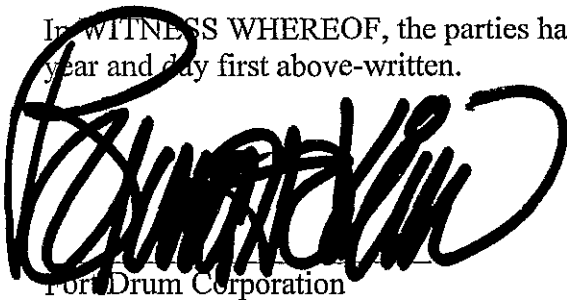
WHEREAS, the parties desire to enter into an agreement memorializing certain understandings regarding the Applicant's plans for operating its business;

NOW, THEREFORE, in consideration of the premises above recited, and the covenants and promises set forth below, the parties agree as follows:

1. The Applicant will not sell alcoholic beverages before 9:00am.
2. Single containers of beer or malt liquor will be sold in clear plastic bags only. The Applicant will not provide brown paper bags with the sale of single containers of beer or malt liquor.
3. The Applicant will continuously monitor the sidewalk outside its establishment, attempt to dispatch any patrons who are consuming alcohol in the area, and notify the Metropolitan Police Department if those patrons fail to disperse.
4. The Applicant will not display any promotional signs, banners, and inflatable devices advertising beers, wines and tobacco products.
5. Out of regard for the health of employees, patrons, and the citizens of the community, the Applicant will comply with all applicable District of Columbia laws, and regulations regarding waste, sanitation, litter and vector control. Further, Applicant will sweep up any litter in front of its business, including the gutter, every three hours during normal business hours. Further, Applicant will sweep up any litter across Martin Luther King Avenue from its premises (limited to the linear frontage across the street from the store) three times per week (excluding bulk items).
6. The Applicant will take no action to cause any public telephones to be installed in the area outside its premises, and to take all action within its power to cause the existing telephone stands to be removed.
7. The Applicant will not sell the type of cigars commonly known as "blunts" which can be hollowed out and used for the smoking of marijuana.

In consideration of, and in reliance upon, the commitments contained in Paragraphs 1 through 7 above, Oak Park Phase II LP will not oppose Applicant's pending license application, provided that the terms of this Agreement are incorporated into and made a part of the ABC Board's Order approving said application. It is further agreed that any failure of Applicant to comply with the terms of this Agreement will constitute grounds for Oak Park Phase II LP to petition the ABC Board for issuance of an order to show cause why its license should not be suspended or revoked pursuant to the applicable rules of the ABC Board. Prior to filing any such petition, however, Oak Park Phase II LP shall provide the Applicant 10 days prior written notice of the perceived violation, in order to afford Applicant opportunity to cure such violation.

In WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the \_\_\_\_\_ year and day first above-written.



Port Drum Corporation

**B. Kim** owner

Name & Title



Oak Park Phase II LP

Thomas P. Gallagher, General Partner

Name & Title

DEA: ABC  
rec'd. 8/31/00  
lab

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Name & Title



Oak Park Phase II LP

Thomas P. Gallagher, General Partner  
Name & Title

**BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

**In the Matter of :**

Fort Drum Corporation  
t/a Fort Drum Market

Application for a Retailer's Class  
B – renewal application  
at premises  
4686 MLK Jr. Avenue, S.W.  
Washington, D.C.

Case no. 993-00046P

**Sarah T. Underwood, Protestant**

**Byong Ho Kim, President, on behalf of the Applicant**

**BEFORE: Roderic L. Woodson, Esquire, Chair  
Vera Abbott, Member  
Charles Burger, Member  
Laurie Collins, Member  
Judy Moy, Member  
Ellen Oppenheimer, Esquire, Member  
Audrey E. Thompson, Member**

**ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT**

This matter, having been protested, came before the Board for public hearing on July 5, 2000, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Sarah T. Underwood filed a timely protest letter dated March 29, 2000.

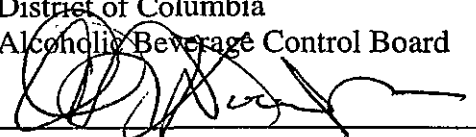
The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated August 11, 2000, the protestant has agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

**Fort Drum Corporation  
t/a Fort Drum Market  
Page two**

Accordingly, it is this 7<sup>th</sup> day of March 2001, **ORDERED** that:

1. The opposition of Sarah T. Underwood, be, and the same hereby, is **WITHDRAWN**;
2. The application of Fort Drum Corporation t/a Fort Drum Market for a retailer's class B license (renewal), located at 4686 Martin Luther King Jr. Avenue, S.W., Washington, D.C., be, and the same hereby, is **GRANTED**;
3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**, and:
4. Copies of this Order shall be sent to the Protestant and the Applicant.

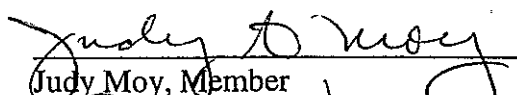
District of Columbia  
Alcoholic Beverage Control Board

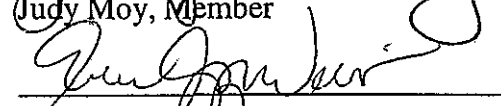
  
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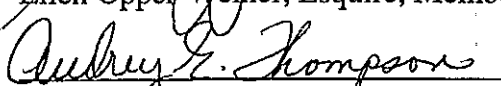
  
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Charles Burger, Member

  
Laurie Collins, Member

  
Judy Moy, Member

  
Ellen Oppen-Weiner, Esquire, Member

  
Audrey E. Thompson, Member

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REC'D 8/31/00  
Lsh

# 9983

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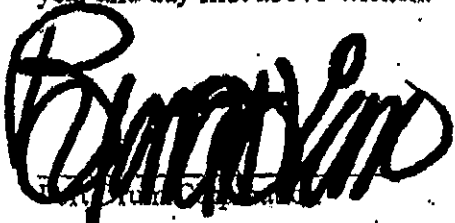
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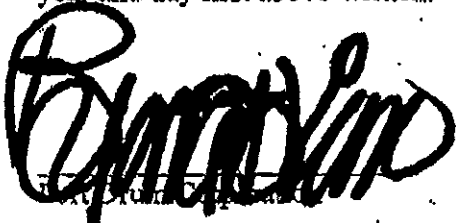
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